

Gerard Chambers Psy.D. Ph.D.

Clinical Neuropsychologist PSY #23778

Neuropsychological & Forensic Assessment Services

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General Informed Consent Agreement for psychological/neuropsychological testing/evaluation:

The following agreement relationship is for psychological testing and/or diagnostics and is not an agreement for counseling or continued therapeutic services. Therapy services will be referred to a local provider and signing this agreement acknowledges that fact. **I acknowledge and I agree that I will give full effort on all of my testing to ensure an accurate result. I acknowledge that my full effort is essential during the entire testing process and I am fully aware that poor effort or exaggeration could adversely affect my results. If I am seeking accommodations, disability, or a legal outcome, I know that there is no guarantee of procuring favorable results and I acknowledge this fact at the outset of services being provided.**

Initials

Fees are due PRIOR TO any services are rendered unless otherwise specified by an insurance agreement or an alternative third-party agreement.

Initials

Confidentiality: All information disclosed within a testing and interview session is protected by state and federal law and **MAY NOT BE DISCLOSED without your written permission**. Exceptions of disclosure do exist when state or federal law requires such disclosure, or the referring party requires that confidential material be released for purposes of an evaluation such as a county, state or federal government or private agency including managed care insurance providers and the referring physician/referral source. If a third party is paying for your services, my initials below is a formal agreement to release the information they require unless I change this policy in writing.

Initials

Disclosure by Law: Dr. Chambers must be disclosed certain information by legal and ethical standards:

Suspicion, evidence of or disclosure of physical abuse, **sexual abuse or neglect of a child under the age of 18 years**. Dr. Chambers has the obligation to intervene on behalf of a child to prevent forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of a child.

Initials

Suspicion, **evidence of or disclosure of physical abuse, sexual abuse, neglect, abandonment, isolation and/or financial abuse of an elderly person over the age of 65.** Dr. Chambers has the obligation to intervene on behalf of an elder to prevent these forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of an elder.

Initials

Suspicion, **evidence of or disclosure of physical abuse, sexual abuse, neglect, abandonment, isolation and/or financial abuse of a dependent/disabled adult between the ages of 18-64.** Dr. Chambers has the obligation to intervene on behalf of a dependent adult to prevent these forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of a dependent adult.

Initials

When a patient makes **a serious, threat of violence or death that is an intended threat of violence or death to a reasonably identifiable victim.** The authorities and the victim will be notified in order to prevent such acts. *This applies in cases when a family member reports to Dr. Chambers that a patient on his case load meets the above criteria of harm to others as well.

Initials

In situations where **a patient makes a serious threat of self-harm or suicide Dr. Chambers will intervene to prevent such actions from occurring.** The actions to prevent suicide may include contacting local law enforcement, or a local authority designated by the county. *Please note children under the age of 18 will have a parent notified in suicidal or self-harm circumstances. *This applies in cases where a family member reports to Dr. Chambers that a patient in his care meets the above criteria of suicide or self-harm as well.

Initials

Another circumstance when confidentiality will not be protected is **when a patient presents as gravely disabled.** Grave disability is when an individual cannot provide food, clothing and/or shelter; however, this disability may not be due to mental retardation alone.

Initials

When adult persons that have a history of child abuse, and reveal such abuse, as adults over the age of 18, Dr. Chambers is not mandated to report such crimes. However, **if the perpetrator of this abuse is judged to still have access to children or vulnerable populations, confidentiality cannot be assured and a report will be made to the proper authorities to prevent future abuse.**

Initials

Dr. Chambers discloses information to parents of persons under the age of 18. If parents request confidential information judged to be detrimental to the child or adolescent and/or their care, disclosure to parents will be withheld, and may be challenged by the parent through legal challenges.

Initials

Emergencies: If there is an emergency during our work together, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care.

Initials

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or third-party payer in order to process claims. If you so instruct me in writing, only the minimum necessary information will be communicated to the carrier. **I have no control or knowledge over what other entities do with the information I submit or who has access to this information.** You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and will also be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Initials

Confidentiality of E-mail, Cell Phone and Faxes Communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Emailed documents can be mistakenly attached inadvertently reveal information to unintended sources. Faxes can easily be sent erroneously to the wrong address. Please notify me in writing if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. For your convenience Dr. Chambers will ask you whether or not you would like to have evaluations emailed. This is a process that expedites the release of your report and subsequent accommodations to you and whomever you designate. As seen in the warning above there is inherent risk to this process. Dr. Chambers will only email to addresses you designate verbally and he uses an encrypted email in most cases. If you prefer only a hard copy or wish to prevent electronic or email transfers of reports, please give Dr. Chambers explicit directions in writing.

Initials

Litigation Limitation: Due to the nature of the assessment process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries,

lawsuits, etc.), **neither you nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the records be requested without a separate legal fee arrangement, and the fee itself is not sought to be covered by any managed care company.** You also agree not to seek reimbursement for legal based fees from any third party or insurances and fees are to be paid in advance.

Initials

Consultation: I consult regularly with other professionals regarding my clients; however, the client's name or other identifying information reasonably concealed.

Initials

**Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between evaluation sessions, please leave a message on my answering machine (321.208.1554 or 321.298.8668) and your call will be returned as soon as possible. I check my messages a few times a day, unless I am out of town. If you call my answering machine at any time in an emergency, please indicate it clearly in your message. If you need to talk to someone right away, you can call the local police (or 911).

Initials

PAYMENTS & INSURANCE REIMBURSEMENT:

Psychological Testing/Assessment/Consulting/Collaboration/Report Writing and other mandatory clerical psychological services will be provided at a rate of \$ _____. The date of the final report being completed is typically **within 30-business days** but may be expedited, when fees are paid in full. An expedition fee can be paid (\$500.00) to receive your report quicker. Dr. Chambers can extend this agreement and report dates are merely an estimate of report production and are subject to modification. Not having all of your information and requested collateral data will delay your report and this is your responsibility. All fees must be paid to the recipient and/or his or her representatives/guardians that authorized services at the time of services up front. In no way will I attempt to circumvent this agreement through withholding finances nor will I use legal and/or other deadlines to manipulate this agreement.

Initials

MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide assessment services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of myself and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Santa Cruz or Santa Clara County, California, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no

